NOTICES OF NEW BOOKS.

REPORTS OF CASES DETERMINED IN THE SUPREME COURT OF THE STATE OF ILLINOIS, at April Term, 1862. By E. PECK, Counsellor at Law. Volume XXVIII. Chicago: E. B. Myers. 1863.

We have had occasion to state the merits of these reports so frequently, of late, that it will not be necessary to repeat what we have before said. This volume has a less number of pages than most of the preceding volumes of Mr. Peck, but it contains, if we have not been misled by our hasty examination, an unusual proportion of important questions, most of which are decided, as we should judge, in conformity with established precedents. To this, however, there are some few marked exceptions.

In the case of *Harris* vs. *Mills*, p. 44, it is decided that where a promissory note is secured by mortgage, and has become barred by the Statute of Limitations, that no foreclosure of the equity of redemption will be allowed in a court of equity, unless the mortgage contains a covenant for the repayment of the money. This is at variance with several decisions of the highest respectability in different states, and is not, so far as we now recollect, supported by any authority, except the dictum of Mr. Justice SUTHERLAND in *Jackson* vs. *Sackett*, 7 Wendell R. 94, which was never followed in that state. The cases where the contrary doctrine is maintained, so far as now in mind, are *Belknapp* vs. *Gleason*, 11 Conn. R. 160, 166; *Aegex* vs. *Pruyn*, 7 Paige 465; *Reid* vs. *Shepley*, 6 Vt. Rep. 602.

We should, without examination, have said that the rate of interest allowable, for the non-payment of money at the time it fell due, was the legal rate of interest of the place of payment, independent of all special contract, as to the rate of interest before the time of payment, where the law allows the parties to stipulate for a higher rate of interest than the common rate. But in *Angre* vs. *McDaniel*, p. 201, it was decided that the stipulated rate will continue until judgment.

The decision in *Stone* vs. *Atwood*, p. 30, that a court of equity will correct a mistake in an award of arbitrators so as to make it what the arbitrators intended it should be, strikes us as stating the general principle too broadly. In the case before the court the real meaning of the award was apparent from the papers in the case, so that the result was matter of construction merely. But we should hesitate about applying that principle to cases where the intent of the arbitrators was to be made

out by extraneous evidence. In such cases we should not be willing to allow that a court of equity could reform the award and make it conform to the alleged, or proved, intent of the arbitrators. The chief ground of the jurisdiction for reforming contracts, in courts of equity, is not the mistake in making such contracts, but the fraud in the party in attempting to enforce them; and that seems in a measure to be wanting in the case of awards of arbitrators. It is unquestionable that a mistaken award may be set aside in a court of equity; but, without examining precedents, we could not subscribe to the doctrine of the dictum of this case, that after setting aside the mistaken award, a court of equity might set up the award *intended to have been made.* The arbitrators must make their own award, and not a court of equity, as it seems to us.

This volume contains many important decisions in regard to the duties and liabilities of railway companies, the powers and duties of courts of equity, and as to the duties arising from commercial guarantees and other commercial paper. It would be impossible to refer to even the most important of the questions here determined. I. F. R.

THE STATUTES AT LARGE, TREATIES, AND PROCLAMATIONS OF THE UNITED STATES OF AMERICA, from December 5, 1859, to March 3, 1863, arranged in chronological order, and carefully collated with the originals at Washington. With references to the matter of each act and to the subsequent acts on the same subject. Edited by GEORGE P. SANGER, Counsellor at Law. Volume XII. Boston: Little, Brown & Co. 1863.

This volume, just issued by this well-known law-publishing house, and done up in their usual neat and thorough style of law-book making, is before us. It will be found indispensable to those who have availed themselves of the former volumes of the work, which is regarded as the only reliable source of learning the true state of the statute law of Congress, with convenient references to the decisions of the courts in regard to them. This edition of the Acts of Congress has been made authoritative in all the courts of the country by special act, and has become nearly indispensable in all well-ordered law libraries. I. F. R.